

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA**

JTH TAX LLC, d/b/a LIBERTY TAX
SERVICE,

Plaintiff,

v.

STEPHEN DEE TYLER and SENIOR
LIFESTYLES, INC.,

Defendants.

Case No.: 5:22-cv-00139

FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION

THIS MATTER having come before the Court upon motion by JTH Tax LLC, d/b/a Liberty Tax Service (“Plaintiff” or “Liberty”) for entry of a default judgment and permanent injunction against Defendants Stephen Dee Tyler and Senior Lifestyles, Inc., pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure; and the Court having considered the moving papers, acknowledged the Defaults against both Defendants and there being no opposition thereto.

IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff’s Motion for Default Judgment and Permanent Injunction is GRANTED, and final judgment is hereby entered in favor of Plaintiff on all counts of the Verified Complaint [Doc. 1] as follows:

(1) **Permanent Injunctive Relief:** Defendants and each of their respective partners, owners, officers, directors, associates, agents, servants, employees, successors, assigns, and all other persons acting in active concert or participation with them are hereby permanently restrained and enjoined from:

(a) Using any telephone number associated with their former Liberty franchise;

(b) Using Liberty's Marks or any confusingly similar name, device, mark, service mark, trademark, trade name, slogan, or symbol; and

(c) Using Liberty's confidential information and trade secrets, including but not limited to customer names, phone numbers, social security numbers and tax return information, operational methods, promotional plans, marketing strategies, pricing structures, business strategies and training materials.

(2) **Additional Equitable Relief:** In order to give practical effect to the Permanent Injunction, Defendants are hereby ordered to:

(a) Return all of Liberty's Confidential Information and trade secrets, including but not limited to client lists, client files, and Liberty's confidential Operations Manuals;

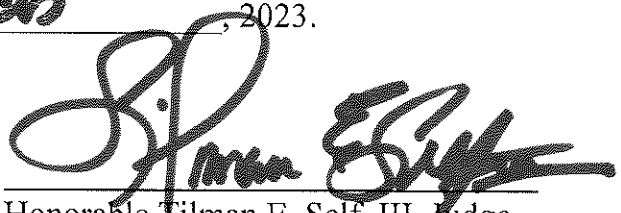
(b) Remove and delete all materials displaying unauthorized reproductions of Liberty's Marks from Defendants' former Liberty franchise locations; and

(c) Certify compliance with the above requirements within ten (10) days of receipt of this Court's Final Judgment.

(3) **Compensatory Damages:** Plaintiffs are hereby awarded damages in connection with Counts 1 and 2 for breach of Defendants' Franchise Agreements and Guaranty Agreements, in the principal amount of \$36,730.97 for unpaid account receivables, plus accrued interest since the termination of Defendants' Franchise Agreements on or about June 29, 2021, at a rate of 12% per annum (approximately \$7,400 in total interest), totaling \$44,130.97.

(4) **Attorneys' Fees and Costs.** Plaintiff shall be awarded its reasonable attorneys' fees, in the amount of \$16,665.71 and costs of this action in the amount of \$615.00 consisting of the filing fee (\$402.00) and the process server fees (\$213.00).

SO ORDERED this 2 day of Feb, 2023.


Honorable Tilman E. Self, III, Judge
United States District Court Judge